



County of San Bernardino
F A S
STANDARD CONTRACT

E	X	New	Vendor Code			SC	Dept.	ISD	A	Contract Number		
M		Change										
X		Cancel										
County Department						Dept.		Orgn.		Contractor's License No.		
Information Services Department						ISD						
County Department Contract Representative						Ph. Ext.				Amount of Contract		
Chuck Ferrell						388-5510				\$ 35,204		
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number					
IAM	MHZ	MHZ		9800								
Commodity Code				FY		Estimated Payment		Total by Fiscal Year				
				Amount		I/D		FY		Amount I/D		
Project Name				04/05		\$ 12,068						
800 MHz Radio Access/				05/06		\$ 11,568						
Maintenance Services				06/07		\$ 11,568						

FOR COUNTY USE ONLY

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

San Manuel Band of Mission Indians

Address

1482 Enterprise Drive, Building #466

San Bernardino, CA 92408-0161

Phone

909-382-2222 ext. 278

Federal ID No. or Social Security No

Hereinafter called CUSTOMER

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I. SAN BERNARDINO COUNTY 800 MHZ RADIO COMMUNICATION SYSTEM ACCESS

The 800 MHz Radio Communications System, hereinafter called System, is composed of two components known as the Backbone and Field Equipment. The Backbone is defined as that portion of the System that provides the means by which dispatch centers, public safety locations, mobile radios, and portable radios communicate with each other via voice transmission. It is composed primarily of fixed relay equipment and associated centralized dispatch and control equipment. Field Equipment is defined as that portion of the System that uses the Backbone for communications and consists primarily of local dispatch equipment, mobile radios, and portable radios. Under this agreement, data communications, i.e. Mobile Digital Terminals and required support equipment, is excluded. Specific charges for such service(s) are set forth and attached hereto as Exhibit A, "800 MHz Radio Communications System Access/Paging Services and Payment Terms."

A. System Purpose and Objective

The primary purpose of the System is to serve the County and accommodate participation by public safety and local governmental agencies in the county of San Bernardino. Secondly, other governmental and safety related non-governmental Customers may be allowed access to the System as conditions warrant and as provided for by this agreement. During a disaster, public safety will receive priority in all areas, based entirely on emergency response responsibilities. Non-public safety Customers' access to System may be controlled or withheld.

B. MHZ Systems Operations Advisory Committee

The 800 MHz System Operations Advisory Committee shall advise the County, as requested, on matters pertaining to the overall operation, maintenance and modification of the Backbone. The County reserves complete authority and control over all matters concerning the System. The Committee is comprised of one representative from each governmental entity using the Backbone, and may include one non-voting representative from each of the other non-County Public Safety 800 MHz systems operating in the county of San Bernardino. The Committee shall be chaired by the representative from the County Information Services Department, and shall meet as required.

C. Backbone Operational Policies

- a. Backbone operational policies may be proposed by the County or Advisory Committee, and are subject to review by the Committee, but must be approved and established by the County. Said policies shall insure, as much as possible, that each Customer is treated equitably and that each Customer has sufficient communications (e.g., Talk Groups) authorized to meet their legitimate needs, commensurate with available Backbone resources (e.g., Talk Groups), as identified by County.
- b. Communications capabilities (e.g., Talk Groups), above those recommended by the Committee to meet a Customer's routine and legitimate needs, will carry an additional charge (see Exhibit A, "San Bernardino County 800 MHz Radio Communications System Access Services and Payment Terms", attached hereto).
- c. Public safety and local governmental Customers shall have operational priority over all other Customers.
- d. County has the final authority, at all times, to exercise discretionary control over the Backbone to insure the ability of immediate-need public safety agencies to communicate, and/or to otherwise manage Backbone traffic to the overall benefit of all Backbone Customers.

D. Backbone Modification (Post Backbone Implementation)

- a. County may determine that Backbone modification is needed from time to time to meet the changing needs of County and/or Customers.
- b. Costs for Backbone modifications made after the execution of this agreement shall be shared by Customers receiving benefits related to such modifications based on the benefit derived by each. Derived benefit shall be determined based on the number of units that are in service by each end user in relationship to the total units being serviced by the system Backbone infrastructure at the time the modification is made, unless the modification is specific to an end user or a group of users. In this case, the affected end user or group of users that caused the modification would bear the entire cost of the modification.
- c. Costs for the implementation, operation, and maintenance of any modification requested by, and benefiting only Customer, shall be borne solely by that Customer.
- d. If modification improves service only in/for a definable local area, any Customers in such definable local area, and participating in and receiving direct benefit from the modification, shall share the costs for its implementation, operation, and maintenance.
- e. If the modification benefits all Backbone Customers, costs for the implementation, operation, and maintenance shall be borne by all Customers.

E. Field Equipment

- a. Customer shall, at Customer expense and future financial liability, purchase and maintain its own Field Equipment.
- b. Customer shall, at Customer expense, expand or modify existing Customer structures, facilities, or dispatch centers as required to support the installation of Customer's Field Equipment.

F. Related Non-Governmental Customers

- a. At times, non-governmental Customers may have a need to communicate with public safety/local government services during emergencies, or in their daily support of public safety/local government services. Where it is not in conflict with Federal Communications Commission (FCC) Regulations or other laws, and subject to approval by County, such Customers may be allowed Backbone access. However, non-governmental use of the Backbone for day-to-day operations shall be on a non-interfering, prioritized basis, and subject to channel loading limits, as determined by County.

- b. The County shall be responsible for coordinating Backbone access and implementing terms and conditions of such use, including one-time and recurring costs to be paid by such new Customers.
- c. County shall monitor non-governmental Customers of the Backbone. If the future needs of public safety/local government expand to the point of competition with non-governmental use of the Backbone, said non-governmental Customers may be required by the County to vacate their use of the Backbone.
- d. Non-governmental Customers shall generally be removed in reverse order of their entry into the System, i.e., the last Customer to enter the System will customarily be the first to be removed unless any other Customer(s) voluntarily relinquishes access.
- e. Non-governmental Customers being removed from the System shall have ninety (90) days to remove their equipment or transfer their operations to another communications system.

G. Backbone Ownership

It is understood that County has ownership of the Backbone, and upon any termination of this agreement by County or by Customer, any and all rights, title, and interest in the Backbone shall remain with the County. Customer shall retain all rights, title, and interest in its own Field Equipment.

II. MHz RADIO AND EQUIPMENT MAINTENANCE SERVICES

The County of San Bernardino Information Services Department (ISD) provides a number of 800 MHz radio and equipment maintenance services that are available to public safety and local governmental agencies in the county of San Bernardino, as well as other governmental and safety related non-governmental customers. Maintenance services provided for under this agreement consist of 800MHz Backbone Radio Equipment, 800 MHz Mobile/Portable Radio Equipment, 800 MHz Mobile Digital Computers (MDCs), 800 MHz Radio Dispatch Equipment, and 800 MHz Radio Battery Replacement. Specific charges for such service(s) are set forth and attached hereto as Exhibit B, "800 MHz Equipment Maintenance Services and Payment Terms."

A. County Responsibilities in Providing Maintenance Services

- a. Maintain sufficient "loaner equipment" or "spare" mobile radios to temporarily replace equipment that is removed from service for maintenance reasons.
- b. Remove, reinstall and maintain MDTs, Customer owned radios or other equipment that has become defective from normal wear and usage. ISD shall determine if defects are normal wear and usage; said determination will be final. Repair work will be performed at ISD or elsewhere as prescribed by ISD.
- c. Maintenance for Customer owned Radio Dispatch Equipment and Backbone Radio Equipment will be provided 24 hours per day, seven days per week with a two-hour response time. Maintenance for MDTs and Mobile/Portable Radios to be provided during normal County work hours on normal County business days. After hours service will be available on a premium rate basis.
- d. ISD reserves the right to subcontract for all or part of services from authorized Motorola repair facilities.
- e. ISD assumes no liability for equipment failure in the field, nor for any adverse consequences caused by such failed equipment.
- f. ISD assumes no liability for failure to provide or delay in providing services, under this agreement, due directly or indirectly to causes beyond the control of ISD or other designated repair facility.

B. County Services Provided on a Time and Materials Basis

- a. Service required due to Customer abuse or abnormal wear.
- b. Service to correct attempts by Customer or unauthorized third parties to repair or modify MDTs or other equipment.
- c. Facility electrical problems at Customer location(s) or vehicle electrical problems.

- d. Services not covered in Paragraph II, to the extent feasible/cost-effective as determined by ISD.
- e. Program or re-program radios at Customer's request or in response to abnormal wear and usage, except for County originated systems reconfigurations.

C. Customer Responsibilities

- a. Customer shall own its own equipment.
 - 1. Customer shall provide ISD with model and serial numbers of all equipment to be covered under this agreement.
 - 2. Customer shall designate an individual as the single point of contact for maintenance coordination.
 - 3. Customer shall coordinate and schedule service requirements with ISD in advance whenever possible.
 - 4. Customer shall advise ISD of all MDT or radio relocations or reassignments within their fleet, within 24 hours of relocation or reassignment.

III. EFFECTIVE DATE AND TERMINATION

This agreement shall commence on the first day of the month following the date the Board of Supervisors approves this agreement. This agreement shall remain in effect for three (3) consecutive years or until the County or the Customer terminates the agreement, at the sole discretion of either, by giving sixty (60) days written notice to the other. County may, at its sole discretion, opt not to terminate its services until replacement services are identified and in place; however, in no event shall County's services be continued beyond 120 days of the original written notice. Any such termination date shall coincide with the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination.

IV. RATES AND PAYMENT TERMS

Payment rates and conditions are set forth on Exhibit A., "800 MHz Radio Communications System Access Services and Payment Terms" and on Exhibit B, 800 MHz Equipment Maintenance Services and Payment Terms," attached hereto. Payment shall be due upon receipt of invoice and payable within sixty (60) days of invoice date. In order to amend this agreement for a change in service levels, County will provide to Customer a revised Exhibit A and/or Exhibit B, incorporating such change(s) which shall be signed by Customer and returned to County. Customer's subsequent invoice shall be adjusted in accordance with the change(s), on a prorated basis, as necessary.

Exhibit A and Exhibit B reflect the rates in effect at the execution of this agreement. Any subsequent rate change(s) shall become effective on July 1 of the County fiscal year (July 1 through June 30) in which such rate change(s) is adopted as part of the County Budget. County shall provide notice to Customer of pending rate change(s) by providing Customer with a revised Exhibit A and/or Exhibit B reflecting such rate change(s). Customer's subsequent invoice shall be adjusted in accordance with the rate change(s). Checks shall be made payable to the County of San Bernardino.

Payment address is: Information Services Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

V. CUSTOMER REPRESENTATIONS

The Customer represents that the person signing this agreement is a duly authorized representative of the Customer and has the authority to execute this agreement on the Customer's behalf.

VI. ASSIGNMENT

This agreement, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.

VII. DEFAULT

If the Customer does not make timely payment of amounts due under this agreement or breaches any term or condition of this agreement, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. County may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification

The Customer agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Customer's acts, errors, or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

B. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Customer shall secure and maintain throughout the agreement the following types of insurance with limits as shown:

1. **Workers' Compensation** – A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits.
2. **Comprehensive General and Automobile Liability** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
3. **Errors and Omission Liability** – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
4. **Additional Named Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
5. **Waiver of Subrogation Rights** – Except for the Errors and Omissions Liability and Professional Liability, Customer shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
6. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

C. Proof of Coverage

San Manuel Band of Mission Indians and County of San Bernardino acknowledge that each party is legally self-insured for Workers' Compensation up to statutory limits. San Manuel Band of Mission Indians is self-insured for Comprehensive General Liability and Automobile Liability. San Manuel Band of Mission Indians and County accept such self-insurance as satisfying the Insurance and Workers' Compensation requirements under the contract.

The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is

unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. Customer agrees to execute any such amendment within thirty (30) days of receipt.

IX. GENERAL TERMS AND CONDITIONS

- A. **Permits** - Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- B. **Waiver** - No waiver of a breach of any provision of this agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- C. **Validity** - The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provision.
- D. **Caption and Paragraph Headings** - Captions and paragraph headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.
- E. **Exhibits** - All Exhibits attached hereto, if any, are an integral part of this agreement and are incorporated herein by reference.
- F. **Entire Agreement** - This agreement shall be governed by the laws of the State of California and constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This agreement may be amended as County and the Customer mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the County and Customer.
- G. **Notifications** - All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given:
 - 1. Upon actual delivery, if delivery is by hand; or
 - 2. Upon receipt by the transmitting party of confirmation or answer back if delivery is by telex, telegram or facsimile; or
 - 3. Three days following delivery into the First Class United States mail.

Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Customer: San Manuel Band of Mission Indians
1482 Enterprise Drive, Building #466
San Bernardino, CA 92408-0161
Attn: Michael J. Smith, Fire Chief, San Manuel Fire Department

County: Information Services Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

X. INFORMATION SERVICES DEPARTMENT AUTHORIZATION

The County's Information Services Department, through its Chief Information Officer or designee, is authorized to discharge all functions ascribed to County in this agreement, except those specifically reserved by law to the Board of Supervisors.

XI. FORCE MAJEURE

County shall not be held liable for any delay or failure in performance of any part of this agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

IN WITNESS WHEREOF, the parties have hereto executed this agreement on the date set forth below their respective signatures.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

(State if corporation, company, etc.)

Dated _____

By ► _____
(Authorized Signature)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Dated _____

Clerk of the Board of Supervisors of the County of San Bernardino.

Title _____

Address _____

By _____
Deputy

Approved as to Legal Form
►
County Counsel
Date _____

Reviewed by Contract Compliance
►
Date _____

Presented to BOS for Signature
►
Department Head
Date _____

EXHIBIT A

SAN BERNARDINO COUNTY INFORMATION SERVICES DEPARTMENT 800 MHz RADIO COMMUNICATIONS SYSTEM ACCESS/PAGING SERVICES AND PAYMENT TERMS

SERVICES TO BE PROVIDED

The following access/paging service(s) selected by check mark shall be rendered to Customer under this agreement:

- ☒ BASIC SERVICES PER RADIO: System Access Charge, including Entire Segment, Mutual Aid. Basic System Services, including Operator Training, Fixed System Maintenance, Basic System Admin (including FCC Licensing Violations Review, Improper System Use Analysis, Financial, Accounting), Basic System Management (Dynamic Regrouping, Selective Unit, Inhibit, Unique Unit ID Tracking Mutual Aid Access Crosspatch)
- ☒ ENHANCED SERVICES: A, B, C
- ☒ A. EACH ADDITIONAL TALK GROUP: (Talk Groups defined by System Operations Advisory Committee for each Customer from available Talk Groups:
- ☐ B. TELEPHONE INTERCONNECT: Air Time (first 15 minutes free) Plus applicable Telco-Net and Toll Charges
use of this option is restricted-Constraints as established by the 800 MHz System Operations Advisory Committee
- ☐ C. PAGING SERVICES
- ☐ MOBILE DATA TERMINAL ACCESS

PAYMENT SCHEDULE

Customer shall be invoiced as specified by check mark:

- ☐ **Monthly Invoicing:** On the last day of each month of services rendered.
- ☒ **Annual Invoicing:** On June 30 of each subsequent year (County will invoice customer in advance for annual services) and prorated to the date services began.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR SERVICES

Equipment Type	No of Units	Monthly Unit Charge	Monthly Charge
One-Time Contract Administration Charge**			\$ 500.00**
Basic Services Per Radio	24	25.00	\$ 600.00
(2) Add. Talk Group(s) at \$10/ea	2	10.00	\$ 20.00
TOTAL Estimated Monthly Cost			\$ 620.00
TOTAL Estimated Annual Cost			\$ 7,440.00

**Contract Administration is a one-time charge due upon receipt of first invoice.

EXHIBIT B

SAN BERNARDINO COUNTY INFORMATION SERVICES DEPARTMENT 800 MHz EQUIPMENT MAINTENANCE SERVICES AND PAYMENT TERMS

SERVICES TO BE PROVIDED

The following maintenance service(s) selected by check mark shall be rendered to Customer under this agreement:

- ☐ 800 MHz Backbone Radio Equipment
- ☒ 800 MHz Mobile/Portable Radio Equipment
- ☒ 800 MHz Mobile Digital Computers (MDCs)
- ☐ 800 MHz Radio Dispatch Equipment
- ☐ 800 MHz Radio Battery Replacement

PAYMENT SCHEDULE

Customer shall be invoiced as specified by check mark:

- ☐ **Monthly Invoicing:** On the last day of each month of services rendered.
- ☒ **Annual Invoicing:** On June 30 of each subsequent year (County will invoice customer in advance for annual services) and prorated to the date services began.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR SERVICES

Equipment Type	No of Units	Monthly Unit harge	Monthly Charge
800 MHz STX Portable Radios	16	6.00	\$ 96.00
800 MHz Mobile Radios	8	6.00	\$ 48.00
MOSCAD	1	50.00	\$ 50.00
MDC	3	50.00	\$ 150.00
TOTAL Estimated Monthly Cost			\$ 344.00
TOTAL Estimated Annual Cost			\$ 4,128.00